Business Partner Security Agreement

This Data Reporting Security Agreement ("Agreement") is made as of ______________________
Date

between the Division of Health Care Finance and Policy ("DHCFP") and

____
Business Partner Company Name (please print)

____
Type of Entity (Hospital, Long Term Care Facility, Carrier, etc.)

This Agreement describes the terms and conditions by which the Data Reporter will submit data through the DHCFP's website.

SECTION 1: DEFINITIONS

In this Agreement, the following terms have the following meanings:

Agreement Administrator. The person designated by the Data Reporter that will manage User access to DHCFP-INET for the Data Reporter. This person will create/request new User accounts, manage existing User accounts and reset User passwords.

Data Reporter. Entities required by regulation to report information to the DHCFP.

DHCFP-INET. The DHCFP Internet website that collects information from Data Reporters and allows Users to download reports related to the information submitted.

Patient-Level Data. Data required to be submitted to the DHCFP by regulation that includes patient-level data elements that either solely or in combination with other data elements jeopardize patient privacy and that are protected from disclosure by HIPAA, M.G.L. c. 66A, the Fair Information Practices Act. Patient-level data includes, but is not limited to, detailed information about a person (name, SSN, medical record number, date of birth, etc), data contained in inpatient case mix and discharge data, emergency department data, outpatient observation data, and free care application and all claims data.

SENDS. The **S**ecure **E**ncryption a**N**d **D**ecryption **S**oftware application provided by DHCFP to the Data Reporter to encrypt files and decrypt reports.

SENDS+. A different version of the Secure Encryption aNd Decryption Software application provided by DHCFP to the Data Reporter to encrypt files and decrypt reports – specific for the Insurance Carrier Group

User. A person authorized by the Data Reporter to submit data to DHCFP through *DHCFP-INET* that has executed a *DHCFP-INET* User Agreement and to which the DHCFP has granted access to *DHCFP-INET.* A User may be a Data Reporter employee or contractor, or an employee of a Data Reporter contractor or intermediary.

User Agreement. The Agreement executed between Data Reporter and their employee(s) or representative(s) that they are aware and will abide by the terms and conditions of use the Data Reporter agrees to in this agreement. A sample User Agreement attached as Attachment A to provide a basic template.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

The parties agree as follows:

The Data Reporter will use *DHCFP-INET* to submit data to the DHCFP. The Data Reporter will require each User to execute a User Agreement. The Data Reporter will retain the original User Agreement for each User they allow access to DHCFP-INET.User agreements must be signed annually to ensure staff is aware of their security obligations. The Division retains the right to view this agreement upon notice.

The Data Reporter will authorize access to at least one Agreement Administrator. The Agreement Administrator representing the Data Reporter will authorize access only to persons that need to submit or retrieve required data. The Data Reporter will institute appropriate password controls for each User and will ensure that each User accesses DHCFP-INET using only his or her own user ID and password and will not share this information with any other person. The Data Reporter will immediately notify DHCFP when a User is no longer authorized to access DHCFP-INET due to resignation, termination, or breach of a term of this Agreement or the User Agreement or have the Agreement Administrator delete the User account.

The DHCFP will approve access to DHCFP-INET to each User the Agreement Administrator requests. Data Reporter must encrypt data containing patient-level data using SENDS before submitting such data.

Confidential Data Reporting Security Agreement

Data Reporter shall institute appropriate password controls for each User and shall regularly run anti-virus software to prevent the input or uploading of any viruses or other disabling or malicious code capable of disrupting or disabling computer hardware or software.

The Data Reporter will retain a copy of any data submitted via DHCFP-INET sufficient to enable it to resubmit if the original submission is lost or destroyed before it is processed by the DHCFP.

The Data Reporter is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the DHCFP. Use of an intermediary shall not relieve the Data Reporter of any risks or obligations assumed by it under this Agreement, or under applicable law and regulations. The Data Reporter agrees:

(a) not to copy, disclose, publish, distribute or alter any data, data transmission, or the control structure applied to transmissions, or use them for any purpose other than the purpose for which the Data Reporter was specifically given access and authorization by the DHCFP.

(b) not to obtain access to any data, transmission, or the DHCFP's systems by any means or for any purpose other than as the Division has expressly authorized the Data Reporter; and

(c) if the Data Reporter receives data not intended for receipt by the Data Reporter, the Data Reporter will immediately notify the DHCFP to arrange for its return or resubmission as the DHCFP directs. After such return or resubmission, the Data Reporter will immediately delete all copies of such data remaining in its possession.

Each party will take reasonable steps to ensure that the information submitted in each electronic transmission is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.

Each party agrees to notify the other party immediately if an employee or agent, including any User, has breached the Agreement or any provision of this Agreement. Such notification will include the identity of such individuals and the nature of the breach. The DHCFP shall have the right, at its own expense and after reasonable notice, to conduct an audit of Data

Reporter during normal working hours to determine if Data Reporter is in compliance with the terms of this Agreement. The DHCFP may terminate this Agreement, and the Data Reporter's access to DHCFP-INET, at any time if it determines thatthe Data Reporter is not in compliance with the terms of this Agreement.

Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transmissions to, or receivingelectronic transmissions from, the other party. Each party will provide and maintain at its own expense the personnel,equipment, software, training, services and testing necessary to implement the requirements of thisAgreement.

Each party shall regularly run anti-virus software to prevent the input or uploading of any viruses or other code capable of disrupting or disabling computer hardware or software.

This Agreement will expire when the Data Reporter no longer submits to or receives data from DHCFP-INET, or upon termination by the DHCFP. Termination of this Agreement will not relieve the Data Reporter of its obligations under this Agreement with respect to DCHFP data received by the Data Reporter before the effective date of the termination.

Confidential Data Reporting Security Agreement (continued)

The signer of this agreement must be legally authorized to sign on behalf of the Data Reporter's company. Preferably, the signer should be the Data Reporter's Chief Operating Officer or Chief Financial Officer.

Data Reporter Information

____
Data Reporter Authorized Signature and Date

____
Printed Name of Signer

____
Title of Signer

____
Telephone Number

____
E-mail Address

____
Address

____
City, State, Zip Code

____
Federal Employer Identification Number

Division of Health Care Finance and Policy (DHCFP) Administrator Information

____
DHCFP Authorized Signature

____
Printed Name of DHCFP Administrator

____
Title of DHCFP Administrator

____
Telephone Number

____
E-mail Address

____
Address

____
City, State, Zip Code

I ______________________________ hereby designate the following employee as the user account administrator for our Data Reporting entity. This person will have the authority to add, modify and delete users for our entity as well as reset passwords for the use of DHCFP-INET. I will promptly notify the Division of any changes in this person's employment status with our company.

Print User Name: ______________________________

E-mail Address: ______________________________

User Phone: ______________________________

The Division will contact the designated administrator listed above with instructions and assist them in getting started in this role.